

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

SHARON K. HENGgeler and DAVID	)	CASE NO. 8:11-CV-00334
RANDALL, on behalf of themselves and all	)	
others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	<b>MOTION BY DEFENDANTS</b>
	)	<b>BRUMBAUGH &amp; QUANDAHL, P.C.,</b>
BRUMBAUGH & QUANDAHL P.C., LLO,	)	<b>LLO, KIRK BRUMBAUGH AND MARK</b>
KIRK E. BRUMBAUGH, MARK	)	<b>QUANDAHL FOR HEARING BEFORE</b>
QUANDAHL, LIVINGSTON FINANCIAL,	)	<b>MAGISTRATE JUDGE</b>
LLC, MIDLAND FUNDING, LLC, d/b/a	)	<b>CHERYL ZWART</b>
ENCORE FUNDING, LLC, A Fictitious	)	<b>TO FINALIZE SETTLEMENT TERMS</b>
Name, and LVNV Funding, LLC,	)	
	)	
Defendants.	)	

COME NOW Defendants Brumbaugh & Quandahl P.C., LLO, Kirk Brumbaugh and Mark Quandahl (collectively, the "B&Q Defendants"), and pursuant to Local Civil Rule 7.1(a)(1)(B), move the Court for an Order setting this matter for a hearing before Magistrate Judge Cheryl Zwart, to assist the parties in finalizing the terms of a settlement reached during an earlier settlement conference presided over by Judge Zwart.

In support of this Motion, the B&Q Defendants show to the Court as follows:

1. On April 15, 2013, the parties participated in a settlement conference presided over by Judge Zwart. (See Filing No. 119). During that settlement conference, the parties reached a basic settlement agreement and the basic terms of the parties' settlement were read into the record. (See Filing No. 120).

2. With agreement from all parties, counsel for the B&Q Defendants thereafter drafted and circulated a settlement agreement.

3. The parties have worked diligently to reach agreement regarding all terms contained in the draft Settlement Agreement. Despite diligent efforts by counsel for all parties involved, the parties have been unable to reach agreement regarding the inclusion of a few remaining terms in the Settlement Agreement.

WHEREFORE, the B&Q Defendants pray for an order setting this matter for a hearing before Magistrate Judge Cheryl Zwart, to resolve all remaining issues regarding the terms of the Settlement Agreement.

BRUMBAUGH & QUANDAH L P.C., LLO,  
KIRK E. BRUMBAUGH, MARK QUANDAH L  
and SARA E. MILLER, Defendants

BY: /s/Joseph E. Jones

Joseph E. Jones, #15970  
Elizabeth A. Culhane, #23632  
FRASER STRYKER PC LLO  
500 Energy Plaza  
409 South 17th Street  
Omaha, NE 68102-2663  
(402) 341-6000  
[jjones@fraserstryker.com](mailto:jjones@fraserstryker.com)  
[eculhane@fraserstryker.com](mailto:eculhane@fraserstryker.com)

ATTORNEYS FOR DEFENDANTS  
BRUMBAUGH & QUANDAH L P.C., LLO,  
KIRK E. BRUMBAUGH, MARK QUANDAH L  
AND SARA E. MILLER

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was electronically filed with the Clerk of the Court for the United States District Court for the District of Nebraska using the CM/ECF system this 5<sup>th</sup> day of June, 2013, which system sent notification of such filing to counsel of record.

/s/ Joseph E. Jones